

County	<u>Brazos</u>
CSJ	<u>0506-01-069</u>
Project Number	<u>STP 2000 (253)UM</u>
Location	<u>FM 60 from Tarrow Street, East to Carter Creek Relief</u>

Article 6. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Outside Entity and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

Article 7. Successors and Assigns

The State and the Outside Entity each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 8. Amendments

By mutual written consent of the parties, this contract may be amended prior to its expiration.

Article 9. Interest

The State will not pay interest on funds provided by the Outside Entity. Funds provided by the Outside Entity will be deposited into, and retained in, the State Treasury.

Article 10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 11. Increased Costs

In the event it is determined that the funding provided by the Outside Entity will be insufficient to cover the State's cost for performance of the Outside Entity's requested work, the Outside Entity will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Outside Entity a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Outside Entity shall pay the funds to the State within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Outside Entity cannot pay the additional funds, this contract shall be mutually terminated in accord with Article 3 - Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Outside Entity.